

Dubois

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STATE OF INDIANA

DEPARTMENT OF LOCAL GOVERNMENT FINANCE
PHONE (317) 232-3777
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INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE N1058(B)
INDIANAPOLIS, IN 46204

March 13, 2007

VIA U.S. MAIL

Honorable Gail Gramelspacher
Dubois County Assessor
One Courthouse Square
Jasper, IN 47546

RE: Review of 2007 Support Services Contract

Ms. Gramelspacher:

The Department of Local Government Finance ("Department") reviewed the proposed 2007 Support Services Contract between Dubois County and Tyler Technologies Inc. | CLT Division for compliance with the requirements of Indiana Code §§ 6-1.1-4-18.5, -19.5, and 50 IAC 15-4-1. The proposed contract complies with the required provisions and may be executed. Once the contract has been signed, please forward a copy to the Department for our records.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Renee C. Lambermont

Renee C. Lambermont
Staff Attorney

Tyler Technologies, Inc
CLT Division

Dubois County, IN
Articles of Agreement
For Appraisal Support Services

March 2007

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DUBOIS COUNTY, INDIANA SUPPORT SERVICES CONTRACT

This contract is entered into this 9th day of April, 2007, by and between the Township Assessors of Dubois County, Indiana, hereinafter referred to as the "County," and Tyler Technologies Inc. | CLT Division, a company formed under the laws of the State of Delaware and qualified to do business in the State of Indiana, hereinafter referred to as the "Professional Appraiser."

RECITALS

- A. The County has determined that they should employ the Professional Appraiser as a technical advisor for support services purposes according to the provisions of IC 6-1.1-4-17;
- B. The County wishes to contract with the Professional Appraisers and the Professional Appraisers are willing to be contracted by the County;
- C. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;
- D. This Contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- E. The County has by majority vote, taken in accordance with the procedures recommended by the Department of Local Government and Finance, here and after referred to as the "DLGF", for then application of IC 6-1.1-4-17, determined to enter this Contract.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the County and Professional Appraiser agree as follows:

ARTICLE 1.0: Incorporation of Recitals

- 1.01 The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

ARTICLE 2.0: Duties of Professional Appraiser

- 2.01 The Professional Appraiser shall provide support services to the County, as requested and assigned by the authorized designate of the County, under the terms and provisions of this Contract, as outlined in the Scope of Services, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the DLGF, and all other applicable laws, statutes, ordinances, or administrative rules.

ARTICLE 3.0: Consideration

The County shall pay the Professional Appraiser as follows:

- 3.01 A fee of ONE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED DOLLARS (\$153,800.00) in full payment for the complete performance of all duties, responsibilities and activities identified in the attached Scope of Services for the fourth year of service. At the beginning of each year a review of the contract and service will be performed with the Contract Representative. Any changes in laws or directives set forth by the DLGF that requires more services above and beyond the Scope of Services, the contract will have an addendum added to compensate the Professional Appraiser for their services. Likewise in the event that the laws or directives change so that the services are not required the entire contract or part of the contract can be terminated. In the event that the laws and directives do not change, another contract will need to be signed by all those signing this contract or their successors in office to continue the support services. For each year of support services a three (3.0) percent cost of living increase will be applied to the previous years salary totals. This is an annual contract to be approved or not approved by the signers of the previous contract or their successors. The 2008 contract amount would be for ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$111,500.00). The County can exercise its option to renew the contract on a yearly basis.

- 3.02 A fee of SIXTY-TWO DOLLARS AND FIFTY CENTS (\$62.50) per hour (including travel time) up to a maximum of FIVE HUNDRED DOLLARS (\$500.00) per day per person for any additional services desired by the County not listed in the contract or contained within the contract. Any unlisted work must be pre-approved by the County.

ARTICLE 4.0: Notification of Properties to be Appraised; Commencement of Completion of Contract

- 4.01 The County shall first notify the Professional Appraiser of properties and parcels the Professional Appraiser is to review within fifteen (15) days of the contract signing date.
- 4.02 The Professional Appraiser shall commence work under this Contract within twenty (20) days of the date of execution of this Contract.
- 4.03 The Professional Appraiser shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-4-19, on or before June 1, 2008.

ARTICLE 5.0: Professional Appraiser Certification; Contract Void on Revocation

- 5.01 The Professional Appraiser must be certified as a "Professional Appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that they: are certified as a "Professional Appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "Professional Appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- 5.02 In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "Professional Appraiser" under IC 6-1.1-31.7 is revoked.

ARTICLE 6.0: Contract Representative

- 6.01 The County shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation.

ARTICLE 7.0: Work Plan

- 7.01 The Professional Appraiser shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the contract. The work plan is subject to approval by the County. The Professional Appraiser and County agree to work towards a final work plan within fifteen (15) days of the Contract signing. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

ARTICLE 8.0: Contract Reports and Monitoring

- 8.01 The Professional Appraiser shall be required to provide written progress reports to the County in a form reasonably prescribed by the County. The reports must include the number of parcels being reviewed by the Professional Appraiser and the status of the work being done. The County may require additional information be included in the reports. The Professional Appraiser shall submit the reports to the Contract Representative each month on or before the 10th day of the month. The County may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The County may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.
- 8.02 The Professional Appraiser will provide to the legislative services agency and the DLGF unrestricted access to the Professional Appraisers work product under the contract. The Professional Appraiser will abide by this provision as long as the County Assessor has been informed of the request.

ARTICLE 9.0: Time and Manner of Payment

The Professional Appraiser shall be paid as follows:

- 9.01 Within the first twenty (20) days of each month, the Professional Appraiser will submit a claim for payment for work done under the Contract during that preceding month. The amount of each monthly payment is subject to approval by the Contract Representative and review by the County. Approval shall be based on the progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. The Contract Representative and the Professional Appraiser will agree upon an invoicing format that both parties are satisfied with prior to any payments being made by the County. Payment will be made to the Professional Appraiser within thirty (30) days after approval by the Contract Representative and the County.
- 9.02 If all work is not completed under this Contract by the completion date specified in section 4.03 of this Contract, then all further payments will be suspended at that time until all work has been completed. Upon certification by the Contract Representative and the County that work has been completed, payment of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that certification.

ARTICLE 10.0: Penalties

- 10.01 Payments due under this Contract shall be reduced by the amount of ONE HUNDRED DOLLARS (\$100.00) per business day, for each business day that reviews by the Professional Appraiser, excluding Saturdays, Sundays, and holidays remains incomplete after the due date specified under this Contract.

Responsibilities

- 11.01 The final determination of assessed value and true tax value is and shall remain the responsibility of the County.

ARTICLE 12.0: Non-Discrimination

- 12.01 Pursuant to IC 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

ARTICLE 13.0 General Provisions

- 13.01 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Professional Appraiser. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- 13.02 No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- 13.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

13.04 This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

13.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the County.

ARTICLE 14.0: Delays

14.01 Whenever the Professional Appraiser or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within ten (10) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

ARTICLE 15.0 Termination

15.01 The County may terminate this Contract, if by majority vote they determine that the Professional Appraiser has failed to make satisfactory progress toward completion. In such case, the County will transmit a Termination Notice of the fault to the Professional Appraiser by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and the Professional Appraiser shall be given thirty (30) days in which to remedy the condition which has caused the Termination Notice, or suffer termination. In the event of termination or suspension, the Professional Appraiser shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Professional Appraiser's standard or published rates) for all services, software, licenses and/or bonding delivered by the Professional Appraiser up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

ARTICLE 16.0 Appeals

16.01 At the County's request, the Professional Appraiser shall participate in appeals taken and processed in accordance with administrative or statutory procedures from any individual assessment which is computed directly from the Company's appraised value. The Professional Appraiser shall be notified within ten (10) days after filing of a notice of appeal, the Professional Appraiser or its employee or representative shall see that a competent witness is well prepared to give proper evidence and testimony at such a time the appeal is heard. Forty (40) person hours for this service are included in this base

contract. Additional appeal hearing services will be at a fee of Sixty-Two Dollars Fifty Cents (\$62.50) per hour (including travel time) up to a maximum of Five Hundred Dollars (\$500.00) per day per person.

ARTICLE 17.0: Disputes

- 17.01 Except as set forth in this Article, any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration before a single arbitrator in a location of the Client's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter hereof.

ARTICLE 18.0: Independent Contractor

- 18.01 In the performance of this Contract, Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the County. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the County for any purpose whatsoever.

ARTICLE 19.0: Liability

- 19.01 Except as provided elsewhere, the Professional Appraiser agrees to defend and save harmless the County Assessor and the Township Assessors, and all agents, officers and employees of those townships and that county, against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Professional Appraiser, its agents, or employees and with respect to the degree to which the County are free from negligence on the part of itself, its employees and agents.
- 19.02 Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, even if due to the negligence or other fault of the party released.
- 19.03 In any event, the Professional Appraiser's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action, including negligence, shall not exceed the total amount paid by the County to the Professional Appraiser under this agreement.
- 19.04 The Professional Appraiser shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence only to the extent of the obligation assumed by the Professional Appraiser under this Agreement. The County shall be named as an insured party under said insurance.

19.05 The Professional Appraiser shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Professional Appraiser shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Indiana and shall provide employer's liability insurance in the amount of \$100,000.

19.06 At the request of the County, Certificates of Insurance shall be supplied to the County by the Professional Appraiser detailing the above coverage's prior to the commencement of the work. This certificate will be issued by a carrier authorized to do business within the State of Indiana.

ARTICLE 20.0: Subcontracting

20.01 The Professional Appraiser must obtain the approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

20.02 If subcontractors are used, the Professional Appraiser is responsible for Contract performance, compliance with terms and conditions of the Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

ARTICLE 21.0: Force Majeure

21.01 Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the nonperforming party.

21.02 If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

ARTICLE 22.0 Maintaining A Drug-Free Workplace

22.01 Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the County within ten (10) days after receiving actual notice

that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

ARTICLE 23.0: Non-Solicitation

- 23.01 During the Period of Agreement and for a period of six months following the project completion date, the Jurisdiction will not solicit for employment or hire any Company employee without the express written consent of the Company.

ARTICLE 24.0: Additional Compensation

- 24.01 Additional compensation that may be due the Professional Appraiser as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided. Any additional services must be pre-approved by the County. Also refer to Article 3.02, page 3 an entitled "Consideration."

ARTICLE 25.0: Professional Appraiser Right To Stop Work For Non-Payment

- 25.01 Payment of billings is due within thirty (30) days after the date of each billing. Failure of the County to make payment when due shall entitle the Professional Appraiser, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

ARTICLE 26.0: Compliance with Indiana Code 6-1.1-4-19.5(6)

- 26.01 The Professional Appraiser shall provide complete updated parcel characteristics and assessment data in a manner and form that meets the data export and transmission requirements of the legislative services agency and the department of local government finance. However, the County's CAMA System has to be compatible in producing these specific reports.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 9th day of April, 2007.

Dubois County Representatives:

By: John H. Burger,
John Burger, President, Commissioner

By: Randy Fleck,
Randy Fleck, Vice President, Commissioner

By: Larry Vollmer,
Larry Vollmer, Commissioner

By: Elmer Brames,
Elmer Brames, Bainbridge Township Assessor

By: Ted O'Bryan,
Ted O'Bryan, Patoka Township Assessor

By: Larry Gene Hall,
Larry Gene Hall, Columbia Township Trustee/Assessor

By: Marvin Eisenhut,
Marvin Eisenhut, Harbison Township Trustee/Assessor

By: Kenneth C. Mundy,
Kenneth C. Mundy, Madison Township Trustee/Assessor

By: Darlene H. Wible,
Darlene Wible, Marion Township Trustee/Assessor

By: Allen Thewes,
Allen Thewes, Hall Township Trustee/Assessor

By: Sylvester C. Voegerl,
Sylvester Voegerl, Jackson Township Trustee/Assessor

By: Brian King,
Brian King, Jefferson Township Trustee/Assessor

By: Kenneth Fark,
Kenneth Fark, Cass Township Trustee/Assessor

By: David M. Kemper,
David Kemper, Ferdinand Township Trustee/Assessor

By: Randall K. Weisheit,
Randall K. Weisheit, Boone Township Trustee/Assessor

APPROVED:
Dubois County Attorney:

By: Arthur Nordhoff, Jr.,
Arthur Nordhoff, Jr.

PROFESSIONAL APPRAISER: Tyler Technologies, Inc. | CLT Division

By: Matthew A. Tenhundfeld,
Matthew A. Tenhundfeld, Sales Support

WITNESSED:

Karen A. Hamlett

SCOPE OF SERVICES

1. OBJECTIVE/PROGRAM DEFINITION

The Professional Appraiser understands the objective of this project that the Professional Appraiser will complete the gathering of sufficient facts, information, and data, coupled with the proper analysis, in order to aid in the determination of the assessed value of each parcel of residential, agricultural, commercial, and industrial real property.

2. CLASSIFICATION OF PROPERTY

The Professional Appraiser understands the responsibility of identifying each parcel of real property in accordance with property class codes as established by the DLGF.

3. QUALITY CONTROL

The Professional Appraiser will include, as part of the project work plan a procedure for quality control and inspection. It is the Professional Appraisers policy to maintain an internal quality control procedure that ensures uniformity and enhance client satisfaction.

4. TRAINING

The Professional Appraiser will utilize various forms of training to ensure that project personnel are qualified and competent to perform the Support Services duties within this project. Classroom lecture, peer review and in-field training will be included on the curriculum for new project hires. A thorough lecture session will be included for experienced project employees to educate them to the local jurisdiction procedures.

5. PROFESSIONAL APPRAISER'S RESPONSIBILITIES

The Professional Appraiser is fully aware of all laws regarding the assessment of real property in the State of Indiana. It is our intent to fully comply with these laws and provide a comprehensive support services to the County.

The Professional Appraiser understands the confidential nature of appraisal data.

All direct assessment activities must be performed by a level two assessor-appraiser certified under IC 6-1.1-31.7. All work performed under this Contract must be either organized, supervised, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-31.7. Additionally, a level two assessor-appraiser certified under IC 6-1.1-31.7 must personally fulfill the following duties: (1) Final value recommendations, (2) Subjective parcel and neighborhood ratings review to include grade, effective year, and condition; (3) Statistical analysis for neighborhood factoring; (4) Statistical analysis for land order modification; (5) Statistical analysis on obsolescence applied to commercial and industrial properties.

The parcels to be reviewed by the Professional Appraiser under this Contract are limited to the following classes of real property: Residential, Agricultural, Commercial, Industrial, and Exempt.

Administrative personnel employed by the Professional Appraiser may be used to fulfill the following duties: (1) General data review, (2) General quality control, and (3) General office duties.

The Professional Appraiser shall be responsible for reviewing land values established by the Land Order for each improved parcel of property. The Professional appraiser shall use the land valuation neighborhood maps, and all land valuation support documentation to review the parcels land value. The Professional Appraiser shall account for significant value influencing variations by developing and applying factors, which reflect those variations. These influence factor tables should be standard throughout the county and shall be approved by the County Contract Representative.

The Professional Appraiser acknowledges that it will be responsible for updating support services maps and the computer system with an assigned routing number to the splits that are delivered from the Assessor's office. The splits will be counted as part of the total parcel count included in the factored in three-percent (3%) anticipated increase in parcels.

The Professional Appraiser shall be responsible to review a mix of all improved Residential, Agricultural, Commercial, Industrial, and Exempt properties that the County chooses, not to exceed (three thousand three hundred sixty five) 3365 parcels.

The Professional Appraiser will verify property information with a walk around of all the major buildings showing all additions, garages, and appendages with dimensions and necessary identification on the property record card except where prohibited by fence, livestock, shrubbery or other physical barrier. Each property record card shall be compared to the actual property for correctness of information. Any errors or omissions shall be corrected with particular attention being given to room additions and added buildings. All outbuildings shall be counted and inspected for correctness of labels, features and obvious measurement errors.

If no one is home the Professional Appraiser, will review the information of the subject properties, and at his discretion can leave an informational door hanger asking the property owner to complete and return to us within the next ten (10) days.

The Professional Appraiser shall collect income and expense information to arrive at market square foot rates and capitalization rates. For each improved Commercial, Industrial, and Exempt parcel, the Professional Appraiser when it applies shall review obsolescence depreciation in accordance with the Constitution and laws of the State of Indiana. The Professional Appraiser shall provide support documentation to prove how the obsolescence is measured and calculated for each parcel in which obsolescence depreciation is applied. The Professional Appraiser shall be responsible to value review each and all properties for accuracy, completeness and conformity of data, along with applying grade and classifications

and depreciation, including the application of physical and obsolescence depreciation if any. All data collection, recommended values and assessments shall be determined in accordance with the Constitution and laws of the State of Indiana, including all applicable rules, regulations, forms, schedules, standards, instructional bulletins and directions, provisions, and directions set forth by the DLGF.

All measurements are to be made by a 100' tape; the use of rods and wheels will be avoided unless, circumstances such as shrubbery and equipment prohibit the use of a measuring tape. All data collection will be conducted between the hours of 8:00 A.M. to 7:00 P.M. on any day, Monday through Saturday, excluding legal holidays.

Each neighborhood shall have its standard condition rating reviewed and each house shall be compared to that standard when setting the condition rating. The effective year built of each dwelling shall be reviewed by the Professional Appraiser. Depreciation shall be set from the County's computer system.

The Professional Appraiser shall review neighborhood factors for each market neighborhood set by the 2007 Trending process. The Professional Appraiser shall apply changes to the County computer system upon request by the County.

The Professional Appraiser will comply with the sales ratio study which shows results that met DLGF standards. The Professional Appraiser will validate all sales disclosures and property data of sale properties. The Professional Appraiser shall conduct a yearly sales ratio study and submit their findings to the contract representative to review for recommended changes.

The Professional Appraiser shall make preliminary recommendations of the true tax values and assessed values for the parcels/properties reviewed, all in accord with the statutes, rules, and the instructional bulletins or directives relating to those parcels/properties.

The Professional Appraiser will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the DLGF. The Professional Appraiser can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.

The Professional Appraiser will adequately provide for the creation and transmission of real property assessment data in the form required by the legislative services agency and the division of data analysis of the department. The Professional Appraiser can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.

For additional Professional Appraiser Responsibilities, please refer to Article 3.02, page 3 of the Articles of Agreement entitled "Consideration." Also refer to Article 24.01, page 9 of the Articles of Agreement entitled "Additional Compensation."

The Professional Appraiser is responsible for data entry as it pertains to the Support Services outlined in the County's specifications. The Professional Appraiser has been highly trained in working with the ProVal Plus System throughout various counties of Indiana.

Phone, long distance phone charges, training manuals, and general office supplies shall be supplied by the Professional Appraiser. Any additional expenses and liabilities resulting there from shall be incurred by the Professional Appraiser without any obligation to the County.

6. COUNTY RESPONSIBILITIES

The County will be responsible for the following duties: (1) Photocopying or printing existing property record cards to be used for the support services by the Professional Appraiser, (2) Copying current tax plat maps for use by the Professional Appraiser for the support services; and (3) Providing an adequate amount of office space including phone lines to perform all duties necessary during the support services process.

It is understood that the County shall provide adequate office space, for project utilization during the support services agreement. All furnishings, to include tables, chairs, filing cabinets, phone line access, County computer access, copying machine access, printing charges and responsibilities (including but not limited to Form 11's) will be supplied by the County.

The County shall furnish tax maps as needed to the Professional Appraiser as well as two copies of each property record card or worksheet containing the physical data of the property record card. This information will be delivered according to the schedule contained within the Project Work Plan. The County shall also provide a copy of all maps and information used in defining the neighborhoods and land values.

The County is responsible for all data collection of residential and agricultural new construction, unless specified in the new construction contract.

The County shall furnish a list of all sales disclosures parcels in neighborhood order.

The County shall be responsible for the postage and mailing of the income and expense statement if needed.

7. REPORTS

The Professional Appraiser understands the need and importance of planning. If awarded this project, the Professional Appraiser will provide a comprehensive work plan. It is the experience of the Professional Appraiser that the work plan should be a working document that measures performance and procedure. It is also the experience of the Professional Appraiser that the work plan should be dynamic and modifiable by agreement of both parties

if situations relating to laws, time-frames, inclement weather, etc. change during the course of the contract.

The Professional Appraiser will hold a monthly meeting with the contract representative to inform them of the project process along with any other contract news. The work plan will detail the billing process, completion schedule, and quality control plan. The work plan will also detail training requirements for appraisal personnel and County personnel if applicable.

8. PUBLIC RELATIONS

Public relations are an understood part of any quality support services. The Professional Appraiser is prepared to provide the County Contract Representative with news releases notifying property owners of the areas in which work is being performed, general subjects about the support services, objectives, and methods used in the reassessment program. In addition to reports, the quality of work performance and adherence with contractual specifications and approved procedures will be evaluated by the Contract Representative. The Professional Appraiser shall provide access to all records requested for the purpose of program monitoring.

9. CERTIFIED SUPERVISOR

Please refer to Article 5, page 3 of the Articles of Agreement, "Professional Appraiser Certification."

10. IDENTIFICATION

All field personnel will be issued identification cards that include a photograph of the individual employee and signature of the County Assessor. It is the practice of the Professional Appraiser to register all field personnel vehicles with the County Sheriff's Office as well as local police departments and County Assessor's office. Additional identification for field personnel can be provided if needed.

11. INFORMAL HEARINGS / PTABOA

Please refer to Article 16.01, page 6 of the Articles of Agreement.

DUBOIS COUNTY IN WORKPLAN
DAYS & COST BREAKDOWN
2007 SUPPORT WORK

1. **Clerical:** Throughout the year time is needed to do misc. clerical work typing, organizing paper work, quality control, etc. (30 days) \$9,273
2. **Residential List:** A drive-by of 2300 of all residential properties in the county with a final determination of value, looking for new construction, listing mistakes, grade, condition, and effective age. (29 days) \$20,028
3. **Farm/Ag List:** A drive-by of 850 of all farm/ag properties in the county with a final determination of value, looking for new construction, listing mistakes, grade, condition, and effective age. (22 days) \$14,804
4. **Land Price:** A yearly look at land sales to determine if land rates need to change, also contacting real estate brokers on their opinion of value in areas of minimal or no sales. (15 days) \$5,318
5. **NBHD Delineation:** A yearly look at neighborhood boundaries with sales information to see if these boundaries are appropriate. Also creating new neighborhoods for new developments. (15 days) \$5,318
6. **Commercial/Industrial List:** A drive-by of 215 of all commercial and industrial properties in the county with a final determination of value, looking for new construction, listing mistakes, grade, condition, and effective age. (11 days) \$7,489
7. **Income & Expense Gathering:** A mailing of an income and expense statement to select commercial rental properties to gather income and expense information so a final determination of values can be arrived at. (35 days) \$12,409
8. **Income & Expense Analysis:** Analyzing the information collected to set cap rates and gross rent multipliers, and come up with square foot rates for retail and office properties. (35 days) \$12,409
9. **Formal Hearings:** Helping the county with any appeals that came up through out the year. That is gathering information to support the existing values. Also presenting this information at the appeals meeting if necessary. (5 days) \$3,483
10. **Sales Verification:** Will validate sales information, this can include going to the field to re-list property data, also making phone calls to the buyer or seller. (35 days) \$10,818

11. **Sales Ratio Study:** Will run sales reports to see if neighborhood factors need trended. This activity ties in with the verification of sales, land pricing, neighborhood delineation, and the analysis of commercial/ industrial I & E information. But this is mainly to run and analyze reports. (35 days) \$10,818
12. **Project/Area Manager Time:** Time is needed throughout the year for management work; that is quality control, payroll, progress reporting, meetings with clients and staff, and general management duties to keep the job on track. This time is also spent helping complete activities listed above. (30 days) \$20,898

The difference of price of \$153,800 and the total of all entries above (\$133,065) is for phone, supplies, market support, and regional support, with cost of fee added in.